

-----DEED NUMBER

-----DEED OF TRANSFER-----

-----In San Juan, Puerto Rico, this  
( ) day of October Two Thousand Four (2004).--

-----BEFORE ME-----

-----RONALD L. ROSENBAUM, Attorney at Law and  
Notary Public in and for the Commonwealth of  
Puerto Rico, with residence in Guaynabo and  
office San Juan, Puerto Rico.-----

-----APPEARS-----

-----AS PARTY OF THE FIRST PART: Pirow Adam  
McDonough Boren, of legal age, married, property  
owner and resident of San Juan, Puerto Rico, who  
appears as Special Master named by the United  
States District Court for the District of Puerto  
Rico by Order dated \_\_\_\_\_, two thousand  
four (2004), a certified copy of which is filed  
as Exhibit A in case number ninety six slash one  
six five four (96-1654) Lillia Mendez Vachon v.  
Kathleen Killian Mendez et al, who appear in  
representation of Kathleen Killian Mendez, of  
legal age, widow, property owner and resident of  
Delton, Florida; Juan Carlos Gonzalez Killian, of  
legal age, single, waiter, and resident of  
Orlando, Florida; Lara Elisa Gonzalez Killian, of  
legal age, single, business owner and resident of  
San Juan, Puerto Rico; Jose Pedro Gonzalez  
Killian, of legal age, single, unemployed and  
resident of Orlando, Florida; and Francisco Jose  
Gonzalez Killian, of legal age, single, waiter  
and resident of Orlando, Florida. The social

security numbers of these people is not known.---

---The party of the first part is hereinafter referred to as the **"Transfer"**.-----

-----**AS PARTY OF THE SECOND PART: Carmen Lillia Mendez Vachon**, of legal age, married to Paul Vachon, who does not use a second last name, resident of San Juan, Puerto Rico, with social security number [REDACTED]-----

-----The party of the second part is hereinafter referred to as **"Transferee"**.-----

-----I, the Notary certify that I am personally acquainted with the parties hereto and that I know their personal circumstances from the information they have given to me. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this instrument. Whereupon, of their own will and accord, they do hereby-----

-----**STATE**-----

-----**FIRST: Title, Lien and Encumbrances:** The parties of the first part constitute the Succession (heirs) of the late Jose Francisco Gonzalez Alonso and as such are the owners of the following described real property:-----

-----PROPIEDAD HORIZONTAL: URBANA: Apartment nine "F" (9-F)(nine zero six (906)). It has an approximate area of five hundred twenty four point thirty seven (524.37) square feet equivalent to forty eight point seventy three (48.73) square meters excluding bearing walls and columns and including all remaining wall and partitions. The boundaries are as follows: NORTH: twenty one lineal feet three and five eights of an inch (21'3-5/8) equivalent to six point forty nine (6.49) lineal meters with two (2) glass panels, a concrete block wall and balcony which forms the near wall of the

building; SOUTH, twenty one lineal feet three and five eighths of an inch (21'3-5/8) equivalent to six point forty nine (6.49) lineal meters with a concrete load bearing wall and entrance door which separates it from the stairways and the corridors. The entrance door connects it with the common corridor through which this apartment has access to the outside; WEST, twenty two lineal feet and one inch (22'1) equivalent to six point eighty nine (6.89) lineal meters with a concrete load bearing wall, a concrete block partition wall and column which divides this apartment from apartment nine slash "D" (9-D) or nine zero four (904); EAST, twenty two lineal feet and one inch (22'1") equivalent to six point eighty nine (6.89) meters with a concrete bearing wall which forms the exterior East wall of the building.-----

-----It comprises living and dining area, kitchen with kitchen cabinets, stove, water heater and an under counter refrigerator, bathroom, area for closet space and balcony facing North.-----

-----Participation in the general common elements is one point sixty five percent (1.65%); and in the limited common elements seventeen point thirteen percent (17.13%).-----

----Recorded at page eighty one (81) of volume six hundred twenty one (621) of Santurce North, property number twenty one thousand nine hundred seventy five (21,975).-----

----**SECOND:** That pursuant to a stipulation of settlement dated \_\_\_\_\_ the defendants agreed to transfer the aforesaid real property to the Plaintiff, Carmen Lillia Mendez Vachon copy of the said stipulation is annexed as Exhibit B.-

----That the parties of the First Part have not complied with the aforesaid Stipulation so that the Court by Order dated \_\_\_\_\_, two thousand and four (2004) has authorized the aforesaid Special Master to appear in and execute this Deed on their behalf.-----

----**THIRD: Transfer of Property:** The parties have agreed on the transfer of the Property to

the party of the Second Part, and the parties hereto do hereby covenant in conformity therewith and agree as follows:-----

-----**A.** The Special Master hereby transfers, conveys and disposes of the Property to the Transferee with all its rights, title, interest, easements, buildings, servitude and improvements.-----

-----**B.** For purposes of the Registry the property is valued of One Hundred Thousand Dollars (\$100,000.00).-----

-----**C.** The Transferee accepts the transfer be subject to any liens in the Registry and any unpaid property taxes and condominium maintenance fees.-----

-----**FOURTH: Right of Possession:** This Deed shall entitle the Transferee to enter into possession of the property without any additional formality or request.-----

-----**FIFTH: Additional Documentation:** The parties hereto agree to execute and deliver any additional instruments and documents which may be necessary to record the Property herein transferred in fee simple ("pleno dominio") in the Registry of Property in the name of the Purchasers. -----

----The parties have been presented with a copy of the title search dated , Two Thousand and Four (2004) prepared by San Juan Abstract and were advised by the Notary that he did not personally search the title and that they

must rely on the title search or personally check the registry;-----

----Notice has also been given to parties regarding importance of securing of Flood Insurance for property if necessary.-----

----In case the property is located in a floodable zone any title holder and/or present and future occupant must by law obey the dispositions and regulations of Flood zones, and that non-compliance will result in a illegal action 23 L.P.R.A., section two hundred twenty five (225).-----

----A. Certified copy of this deed must be presented for recording at the Registry of Property.-----

-----**ACCEPTANCE**-----

----The appearing parties to this Deed accept the same as drafted and acknowledge that it has been drawn up in accordance with their stipulations, terms and conditions.-----

----I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed and they were fully advised by me thereon.-----

----I advised the appearing parties as to their right to read the Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived.-----

----After having read the contents of this Deed, as stated in all preceding paragraphs, the

appearing parties fully ratified and confirmed the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, the Notary, and signed their initials on each and every folio of the same.-----

-----I, the Notary, do hereby **CERTIFY** as to every thing stated or contained in this instrument.----